

Exhibit A

AUCTION LISTING CONTRACT

THIS AUCTION CONTRACT and exclusive right-to-sell agreement, made and entered into this ____ day of _____, 20____, by and between Ken Byrd Realty & Auction, Inc, party of the first part, hereinafter called AGENT/AUCTIONEER and James Knauer, Chapter 11 Trustee of Eastern Livestock Co, LLC

party (ies) of the second part hereafter called SELLER(S) of:

Address: _____

City: _____ State: _____ Zipcode: _____ Ph: _____

Cell Ph: _____, Fax #: _____

WITNESSETH: SELLER(S) is employing AGENT/AUCTIONEER for the service of conducting a public auction of the following:

Subject to Case 10-93904, Eastern Livestock Co, LLC et al
8394 Tandy Rd Lanesville, IN being 89.3 ± Ac w/ Improvements

Property to be sold as: ☒ Absolute ☒ To the highest bidder subject to the confirmation of ~~seller~~ Court
☐ Above a good bid of \$ _____ to the highest bidder.

X _____ X _____

I. (A)

The AGENT/AUCTIONEER will receive as commission payment on the highest and best bid, on real estate divided as follows: 5 % paid by SELLER(S), 5 % paid by BUYER. A commission payment of the highest bid shall be paid to AGENT/AUCTIONEER on personal property divided as follows: — % paid by SELLER(S), — % paid by BUYER. The minimum auction fee and/or "No sale" fee paid to AGENT/AUCTIONEER by SELLER(S) will be \$ _____ which includes all parts of section (II) below.

X _____ X _____

I. (B)

~~If any sale or portion of sale should be rejected by the SELLER(S) or not be consummated for any reason, the SELLER(S) agrees to pay said AGENT/AUCTIONEER within fifteen (15) days of auction date the fee of \$ _____. The parties further acknowledge that if said property is thereafter sold within _____ days thereof, the SELLER(S) will pay said AGENT/AUCTIONEER _____ % of the sale price. SELLER(S) promises to pay to the order of Ken Byrd Realty & Auction, Inc., the sum equivalent as previously stated on or before 15 days with interest accruing at a rate of _____ % per annum until principal and interest has been paid in full. In the event any portion of any required payment of principal and/or interest becomes due and remains unpaid for as long as thirty (30) days, the holder and SELLER(S) of this note may, in that event, at his option, declare all of the indebtedness outstanding at that time due and payable at once upon demand and proceed to enforce the collection of same. If there is a breach of any terms of this contract, the holder of this contract may employ an attorney or attorneys to protect his rights hereunder and in event of such employment following any breach by the undersigned and to the extent allowed by law, the undersigned shall pay the holder of this note reasonable attorney's fees and expenses incurred by them, whether or not an action is actually by law commenced against the undersigned by reason of the breach. The undersigned also agrees to indemnify the holder of this note, from all loss, damage, and expense, including attorney's fees incurred in connection with any suit or proceeding in or to which the holder of this note may be made or become a party for the purpose of protecting or asserting his rights under this contract.~~

X _____ X _____

II.

The AGENT/AUCTIONEER shall secure advertising, promotion, auction sale expense coverage as indicated below with the cost of such to be paid by: SELLER(S), ☒ AGENT/AUCTIONEER in ☒ Newspaper, ☒ Handbills, ☒ Radio, ☐ TV, ☒ Production and Promotion Fee, ☒ Signs, ☐ Tent, ☒ Website, ☒ Direct Mail and/or other _____. Labor costs for preparation of real and personal property for auction to be paid by SELLER(S) AGENT/AUCTIONEER not to exceed \$ _____. The AGENT/AUCTIONEER shall furnish the services of auctioneer, clerk and all other personnel necessary to conduct a public auction sale. Any and all SURVEY expenses shall be additional cost to the SELLER(S), including tract layouts, minor or major subdivision plats, zoning and any engineering expense. The AGENT/AUCTIONEER is hereby granted the authority to make the necessary arrangements and contact for said services on behalf of the SELLER(S).

X _____ X _____

III.

The AGENT/AUCTIONEER is permitted to coordinate with any attorneys to have prepared all deeds, notes, opinion(s) of title from the SELLER(S) to the BUYER(S), with the cost of such documents including deed tax when required to be borne by SELLER(S). The SELLER(S) may designate the attorney or law firm for the preparation of such documents; however, in the event the SELLER(S) fails to designate such, the AGENT/AUCTIONEER is authorized to do so. Further, SELLER(S) agrees that the opinion(s) of title on any/all real estate covered in this CONTRACT shall be completed prior to any advertising of said property. The SELLER(S) further authorizes the AGENT/AUCTIONEER to obtain the payoffs of any lien(s) on the property to be sold. SELLER(S) agrees to pay agent AGENT/AUCTIONEER a Research and Documentation fee of — collected at closing.

X _____ X _____

IV.

The AGENT/AUCTIONEER shall not be responsible for loss due to breakage or theft of any personal property of the SELLER(S) listed for sale or located upon the sale premises. Further, the AGENT/AUCTIONEER shall not be liable or responsible for any uncollectible checks given by purchasers for real and personal property sold at the auction sale, and the AGENT/AUCTIONEER is hereby authorized to accept personal checks on payment of sales prices and down payments. All risks of hazard loss with respect to the property to be sold or located upon the premises shall remain the risks of the SELLER(S). SELLER(S) currently () has insurance with unavailable or () does not have insurance.

X _____ X _____

V.

SELLER(S) agrees that any and all real and/or personal property listed in this contract may not be withdrawn without the consent and approval of the AGENT/AUCTIONEER. The same terms apply as shown in paragraph I. (A), if any property sold prior to the Auction Sale.

X _____ X _____

VI.

The AGENT/AUCTIONEER, subsequent to the conclusion of the sale after all checks have been cleared by the bank and credited to AGENT/AUCTIONEER company's escrow account, shall account for and pay over to the SELLER(S) the proceeds of the sale less the agent's retainer, commission, and other items of expense to be borne by the SELLER(S) and shall furnish to the SELLER(S) the closing statements as required by law. The AGENT/AUCTIONEER does not guarantee sale price or a sale and is not responsible in the event the BUYER(S) and SELLER(S) fail to live up to his agreement.

X _____ X _____

VII.

The SELLER(S) agrees to pay all reasonable attorneys' fees resulting from any breach of the terms and conditions hereof pursuant to contract law of the state in which auction is conducted. The sellers agree that AGENT/AUCTIONEER shall select the venue in which any lawsuits are filed with or against AGENT/AUCTIONEER.

X _____ X _____

VIII.

The SELLER(S) certifies and warrants that his title to the property offered for sale is good and marketable and that he has the right to sell, and that he will execute the required documents to convey and transfer title to the purchasers. The SELLER(S) warrants unto the AGENT/AUCTIONEER that the only known mortgage holders, lien holders, lessees, tax liens, mineral off-conveyances, restrictions and easements with respect to the real estate and personal property are as follows: as shown in case 10-93904

X _____ X _____

IX.

The down payment money shall be placed in the escrow account of Ken Byrd Realty & Auction with the account interest thereon, if any, accruing to the AGENT/AUCTIONEER.

X _____ X _____

X.

Date, Time, and Location of sale is as follows: March or April of 2012, April 7, 2012

Terms: 10 % Deposit at time of sale, Balance due upon confirmation of the court or win 30 Days

Possession: W/ Deed + Balance of Funds

Other conditions: _____

Seller(s)/Owner(s) authorize Ken Byrd Realty and Auction and any of its agents to obtain any information on subject property including, but not limited to, any and all government agencies or utility agencies; land or land improvement services; lenders, lessees, suppliers, surveyors or any other entities necessary to obtain required information.

I have read and fully understand this entire contract and have placed my initial (s) following each paragraph acknowledging my understanding of same.

AGENT/AUCTIONEER:

X [Signature]Email: Ken byrd auctions
@ aol.comCell: 931-252-1907
270-791-4878

SELLER(S):

X _____

SS: _____

Phone: _____ Fax: _____ Email: _____

X _____ SS: _____

Phone: _____ Fax: _____ Email: _____

Office: (270)782-3700

Fax: (270)796-9041

Toll Free: (800) 599-3700

E-mail: www.kenbyrdauctions@aol.comwww.byrdauction.com